

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr Justin Dene Abrahams		11/21/2007	INDIVIDUAL: AUSTRALIA
RECEIVING PARTY DATA			
Name:	JN Husk Pty Ltd		
Street Address:	39 Glassford Street		
City:	Armadale		
State/Country:	AUSTRALIA		
Postal Code:	3143		
Entity Type:	LIMITED LIABILITY COMPANY: AUSTRALIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3125278	HUSK	
CORRESPONDENCE DATA			
Fax Number:	(415)693-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612 9239 4502		
Email:	nshepherd@hgr.com.au		
Correspondent Name:	Graeme Hodgkinson		
Address Line 1:	2 Chifley Square		
Address Line 2:	Herbert Geer & Rundle, Level 26		
Address Line 4:	Sydney, AUSTRALIA 2000		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

OP \$40.00 3125278

NAME OF SUBMITTER:	Nathan Shepherd
Signature:	/Nathan Shepherd/
Date:	01/06/2008

Total Attachments: 12
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HUSK CORPORATION PTY LTD
(A.C.N 006 103 302)

JUSTIN ABRAHAMS

“Assignors”

JN HUSK PTY LTD
(A.C.N 127 916 563)

“Assignee”

DEED OF ASSIGNMENT

*Intellectual Property
Trade Mark Registrations
Domain Name Registration*

Herbert | Geer & Rundle Lawyers

Level 21 385 Bourke Street Melbourne 3000 Australia

Telephone +613 9641 8613

Facsimile +613 9600 4412

Reference GAH:NXS

Graeme Hodgkinson

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THIS DEED OF ASSIGNMENT is made the 21 day of NOVEMBER 2007.

BETWEEN HUSK CORPORATION PTY LTD (A.C.N 006 103 302) of Level 8, 124 Exhibition Street, Melbourne, Victoria 3000 (in its own capacity and in its capacity as trustee for the Husk Unit Trust (A.B.N 23 356 915 990))

JUSTIN ABRAHAMS of 5 Swinton Avenue, Kew, Victoria, 3101
(together, the Assignors)

AND JN HUSK PTY LTD (A.C.N 127 916 563) (in its capacity as trustee of the Husk Unit Trust) of 39 Glassford Street, Armadale, Victoria, 3143
(the Assignee)

ON THE BASIS THAT:

- A. The Assignors and the Assignee have entered into the Sale Agreement.
- B. Pursuant to the Sale Agreement, the Assignors have each agreed to assign to the Assignee their respective title, right and interest in the Intellectual Property, including the Trade Mark Registrations, and transfer to the Assignee the Domain Name Registration on the terms and conditions set out in this Deed.

AND THE PARTIES AGREE THAT:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- Assignment Date** means:
- (a) the Completion Date; or
 - (b) in the event that completion of the Sale Agreement does not occur on the date in paragraph (a) above, the date upon which completion of the Sale Agreement occurs
- Business** means the Business as that term is defined in the Sale Agreement
- Completion Date** Has the meaning given to that term by the Sale Agreement
- Deed** means this Deed of Assignment
- Domain Name Registration** means the domain name registration set out in **Schedule 2**

Encumbrance means any mortgage, charge, pledge, lien, lease, licence, sales agreement, covenant, hire purchase agreement, option and any other security, restriction or interest whatsoever

Intellectual Property means all of the intellectual property used by the Assignors in the conduct of the Business including:

- (a) technical data, computer programs, data bases and logos;
- (b) all common law trade marks, designs and copyright that are not registered but are used and owned by the Business; and
- (c) the Trade Mark Registrations.

Sale Agreement means the agreement between the Assignors, the Assignee, Emma Abrahams, Husk Café Pty Ltd as trustee for the Husk Café Unit Trust and Jacqueline Naylor dated on or about the date of this Deed for the sale of the Business

Territory means the World

Trade Mark Registrations means the trade mark registrations set out in **Schedule 1**

1.2 Interpretation

In this Deed unless the contrary intention appears:

- (a) a reference to a person includes a reference to a corporation firm association or other entity, and vice versa;
- (b) the singular includes the plural and vice versa;
- (c) a reference to any gender includes a reference to all other genders;
- (d) a reference to any legislation or to any provision of any legislation includes a reference to any modification or re-enactment of or any provisions substituted for such legislation or provisions;
- (e) an agreement, representation or warranty made by two or more persons is made by them jointly and by each of them severally; and
- (f) an agreement, representation or warranty made in favour of two or more persons is made for the benefit of them jointly and for each of them severally.

1.3 Headings

Headings are inserted for convenience only and do not affect the interpretation of this Deed.

2. ASSIGNMENT

2.1 Assignment of Intellectual Property

In consideration of the Assignee entering into the Sale Agreement, the Assignors hereby irrevocably assign to the Assignee with effect from the Assignment Date, all right, title and interest in and attaching to the Intellectual Property that each of them hold.

2.2 Transfer of Domain Name Registration

In consideration of the Assignee entering into the Sale Agreement, Husk Corporation Pty Ltd hereby agrees to irrevocably transfer to the Assignee with effect from the Assignment Date, all of its rights and interests in and attaching to the Domain Name Registration.

3. ASSIGNORS' WARRANTIES

3.1 The Assignors hereby repeat the warranties contained in clause 8 of Schedule 2 of the Sale Agreement.

3.2 The Intellectual Property and the Domain Name Registration are assigned or transferred (as the case may be) and will vest in the Assignee on the Assignment Date free from any Encumbrance.

3.3 The Assignors will do all such acts and execute all such documents as may be necessary to fully:

- (i) assign the entire Intellectual Property and have the Assignee duly recorded as the owner the Trade Mark Registrations on the relevant registers; and
- (ii) transfer the Domain Name Registration to the Assignee.

4. INDEMNITY

4.1 Indemnity

The Assignors hereby repeat the indemnity contained in clause 19.9 of the Sale Agreement.

5. TERMINATION**5.1 Termination**

This Deed will immediately terminate upon the termination or rescission of the Sale Agreement.

6. MISCELLANEOUS**6.1 Costs and Stamp Duty**

Each of the parties to this Deed shall be responsible for its own costs and expenses of and in connection with the negotiation, preparation, execution, registration and completion of this Deed and of any document contemplated by this Deed.

6.2 Further Acts

Each of the parties will without further consideration sign, execute and deliver any document and shall perform any other act which may be necessary or desirable to give full effect to this Deed.

6.3 Entire Understanding

This Deed supersedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter of this Deed and sets forth the entire and exclusive agreement and understanding between the parties relating to the subject matter of this Deed.

6.4 Successors and Assigns

This Deed shall enure to the benefit of and be binding upon each of the parties and their respective successors and authorised assigns.

6.5 No Waiver or Variation

A provision of or a right created under this Deed may not be waived or varied except in writing signed by the party or parties to be bound by the waiver or variation.

6.6 Severance

If any provision of this Deed is judged invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect the operation or interpretation of any other provision of this Deed to the intent that the invalid or unenforceable provision will be treated as severed from this Deed.

6.7 Counterparts

This Deed may consist of a number of counterparts, each of which when executed shall be an original and all the counterparts together shall constitute one and the same instrument.

6.8 Provisions Survive Completion

Each provision of this Deed capable of having effect after completion and each representation and warranty made in this Deed shall survive the execution, delivery and completion of this Deed and the performance of all obligations under this Deed and shall not merge on completion.

6.9 Recitals

The parties acknowledge that the Recitals are true and correct and shall form part of this Deed.

7. GOVERNING LAW AND JURISDICTION

7.1 This Deed shall be construed in accordance with and shall be governed by the laws in force in the State of Victoria.

7.2 Each of the parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any courts of appeal from these courts.

EXECUTED as a Deed.

SIGNED SEALED AND DELIVERED by)
HUSK CORPORATION (A.C.N 006 103)
302) in its own capacity and as trustee for)
the Husk Unit Trust (A.B.N 23 356 915 990))
by its sole director in the presence of:

[Signature]
Signature of Witness

SCOTT MUNRO
Name of Witness

[Signature]
Sole Director - Justin Abrahams

SIGNED SEALED AND DELIVERED by)
JUSTIN ABRAHAMS in the presence of:)
)
)

[Signature]
Signature of Witness

SCOTT MUNRO
Name of Witness

[Signature]
Justin Abrahams

SIGNED SEALED AND DELIVERED by JN)
HUSK PTY LTD (A.C.N 127 916 563) as)
trustee of the Husk Unit Trust by its sole)
director in the presence of:)
)







[Signature]
Signature of Witness

Suzie Stanford.
Name of Witness

[Signature]
Sole Director - Jacqueline Naylor




**SCHEDULE 1
Trade Mark Registrations**

Australia


Trade Mark	Number	Owner	Class	Registration and Renewal Date
	637672	Justin Dene Abrahams	Class: 16 Paper, cardboard and goods made from these materials, not included in other classes; printed matter; bookbinding material; photographs; stationery, artists materials; paint brushes; office requisites, diaries, directories; photo-albums; calendars; plastic materials for packaging (not included in other classes) and all other goods in this class being goods included in class 16	12-AUG-2014
	637673	Justin Dene Abrahams	Class: 20 Furniture including tables, chairs, mirrors, picture frames and all other goods in this class being goods included in class 20	12-AUG-2014
	637674	Justin Dene Abrahams	Class: 25 Clothing, footwear, headgear mens & womens suits, casual co-ordinates, shirts, trousers, skirts, jackets, T-shirts, tracksuits, dresses, coats and all other goods in this class, being goods included in class 25	12-AUG-2014
	637675	Justin Dene Abrahams	Class: 30 Coffee, tea, herbal teas and all other goods in this class being goods included in class no. 30	12-AUG-2014
	637676	Justin Dene Abrahams	Class: 42 The provision of food and drink; restaurant and cafe services; wholesale and retail of food, furniture and clothing sales and services, being services included in class 42	12-AUG-2014
	836456	Justin Dene Abrahams	Class: 3 Essential oils; almond, bergamot and lavender oil; aromatics being essential oils; flavourings for essential oils; beverage flavourings (essential oils); oils and almond milk for cosmetic purposes; cosmetics; cosmetic creams; cosmetic kits; skin care creams, lotions,	25-MAY-2010

Trade Mark	Number	Owner	Class	Registration and Renewal Date
			oils and preparations; incense; shampoos and hair conditioners; soap; bath salts, not for medical purposes Class: 37 Construction services; building construction supervision services; bricklaying services	


New Zealand

Trade Mark	Number	Owner	Class	Registration and Renewal Date
	625923	Justin Dene Abrahams	3 essential oils; almond, bergamot and lavender oil; aromatics being essential oils; flavourings for essential oils; beverage flavourings (essential oils); oils and almond milk for cosmetic purposes; cosmetics; cosmetic creams; cosmetic kits; skin care creams, lotions, oils and preparations; incense; shampoos and hair conditioners; soap; bath salts, not for medical purposes	27-OCT-2007
	625924	Justin Dene Abrahams	25 articles of clothing and footwear, namely hats, caps and berets, suits, shirts, trousers, pants, jeans, skirts, jackets, jumpers, sweatshirts, shirts and casual tops, tracksuits, dresses, coats, aprons, bath robes, shoes, sandals, slippers and sneakers, bathing caps and bathing suits, swimsuits, belts, brassieres, camisoles, underwear, girdles and gowns, pyjamas, socks and hosiery	27-OCT-2007
	625925	Justin Dene Abrahams	30 flavourings for beverages; coffee; tea; cocoa; and infusions; confectionery, lozenges and chocolate; cinnamon, herbs and spices	27-OCT-2007

European Community

Trade Mark	Number	Owner	Class	Registration and Renewal Date
	001738632	Justin Dene Abrahams	<p>Nice Classification: 3 Essential oils; almond, bergamot and lavender oil; aromatics being essential oils; flavourings for essential oils; beverage flavourings (essential oils); oils and almond milk for cosmetic purposes; cosmetics; cosmetic creams; cosmetic kits; skin care creams, lotions, oils and preparations; incense; shampoos and hair conditioners; soap; bath salts, not for medical purposes.</p> <p>Nice Classification: 25 Articles of clothing and footwear, namely hats, caps and berets, suits, shirts, trousers, pants, jeans, skirts, jackets, jumpers, sweatshirts, shirts and casual tops, tracksuits, dresses, coats, aprons, bath robes, shoes, sandals, slippers and sneakers, bathing caps and bathing suits, swimsuits, belts, brassieres, camisoles, underwear, girdles and gowns, pyjamas, socks and hosiery.</p> <p>Nice Classification: 30 Flavourings for beverages; coffee, tea and infusions; confectionery, lozenges and chocolate; cinnamon, herbs and spices.</p>	21/06/2010

United States of America

Trade Mark	Number	Owner	Class	Registration and Renewal Date
	3125278	Justin Dene Abrahams	IC 003. US 001 004 006 050 051 052. G & S: Essential oils for personal use, namely almond, bergamot and lavender oil; aromatics, namely essential oils for use in manufacturing of pure essential oils, skin care products, soap and incense; essential oils for food flavorings; essential oils for beverage flavorings; oils and almond milk for cosmetic purposes; cosmetics, namely foundation, compact powder, concealer, blush, eyeliner, eye shadow, mascara, lip liner, lipstick and lip balm; cosmetic	8/08/2016

Trade Mark	Number	Owner	Class	Registration and Renewal Date
			<p>creams, namely body cream, skin cream and eye cream; cosmetic kits consisting primarily of lipstick, eye shadow, blush and mascara for cosmetic purposes; skin care creams, namely night cream, hand cream and shaving cream; lotions, namely body lotion, hand lotion and face lotion; oils, namely bath oil, body oil and baby oil; hair care preparations, namely styling gel, mousse and hair spray; nail care preparations and skin abrasive preparations; incense; shampoo, namely non-medicated shampoos and baby shampoos and hair conditioners; soap, namely non-medicated bath and face soap; and bath salts not for medical purposes</p> <p>IC 025. US 022 039. G & S: Articles of clothing and footwear, namely hats, caps and berets, suits, shirts, trousers, pants, jeans, skirts, jackets, jumpers, sweatshirts, shirts and casual tops, tracksuits, dresses, coats, aprons, bath robes, shoes, sandals, slippers and sneakers, bathing caps and bathing suits, swimsuits, belts, brassieres, camisoles, underwear, girdles and gowns, pajamas, socks and hosiery</p> <p>IC 030. US 046. G & S: Flavorings for beverages, namely flavoring syrup, malt extracts used as flavoring, and tea-based beverages with fruit flavoring; coffee, tea, cocoa, and infusions for beverages, namely non-medical tea, herbal tea and loose tea; confectionery, namely sugar, candy, confectionery chips for baking; frozen confections; non-medicated lozenges and chocolate; cinnamon, processed herbs and spices</p>	

SCHEDULE 2

Domain Name Registration

Domain Name	"husk.com.au"
Registrar ID	R00010-AR
Registrar Name	Melbourne IT
Registrant:	Husk Corporation Pty Ltd